Canada ~ British Columbia

Partnership Agreement On Forest Resource Development: FRDA II

1991 — 1995

Canada

BC

92-00534/

This booklet is a joint publication of
Forestry Canada and the British
Columbia Ministry of Forests

Additional copies and/or further
information can be obtained from:

Forestry Canada
506 West Burnside Road
Victoria, B.C. V8Z 1M5
(604) 363-0600

or

B.C. Ministry of Forests
1450 Government Street
Victoria, B.C. V8W 3E7
(604) 387-5255

(7/10/91)

*This publication contains
recycled or recyclable paper.*

CANADA-BRITISH COLUMBIA

PARTNERSHIP AGREEMENT ON FOREST RESOURCE DEVELOPMENT: FRDA II

1991-1995

INTRODUCTION

Canada and British Columbia have prospered from their heritage of abundant natural resources. A high standard of living has been supported by forestry, fishing, mining, tourism and other resource-based industries. Their importance to the province's economic, social and environmental well-being is undeniable.

Public attitudes and expectations now demand that economic growth in renewable resource industries be based upon the principles of sustainable development. Sustainable development means development that meets the needs of the present without compromising the ability of future generations to meet their own needs. With regard to forest resources, the concept of sustainable development encompasses the notion of sustained timber yield, but is broader, integrating the objectives and values of other forest resources. This Canada-British Columbia Partnership Agreement on Forest Resource Development is founded on these principles.

ECONOMIC AND SOCIAL IMPORTANCE OF THE FOREST RESOURCES

British Columbia's forest resources are of vital economic and social importance. The forest resources, in addition to forming a cornerstone of the economy, provide a multitude of values, including bountiful recreational opportunities, fish and wildlife habitat and unparalleled scenic beauty.

British Columbia contains the most productive forest lands in Canada. From the 28 million hectares of public and private forest land that are available for growing commercial forests, the province produces over 60% of the lumber, 30% of pulp, 17% of paper and 80% of the plywood in Canada.

All levels of government receive significant benefits from a healthy forestry sector in the form of revenues, foreign exchange, trade balance, employment and community stability. The sector consistently accounts for between 40 and 50% of total provincial manufacturing shipments and represents about 20% of Gross Domestic Product, directly and indirectly. The export of manufactured forest products from British Columbia totaled

$10.2 billion in 1989 and continues to make a significant contribution to Canada's balance of trade.

The forest sector employs approximately 100,000 people (7% of the province's work force), and either directly or indirectly provides a livelihood to 20% of the population of British Columbia. More than 125 communities in British Columbia are dependent on the forest sector as their major or only economic base.

SUSTAINABLE FORESTRY DEVELOPMENT

The forests of British Columbia should be managed in a manner which will continue to provide the economic, environmental and social benefits on which the province depends. The sustainable timber harvest level in most areas of the Province is forecast to be less than the harvest of the first crop. This is a result of the old growth forest containing more wood volume than the young stands that will replace them. Some areas may also experience gaps in the supply of timber associated with problems in age class structure and diameter class distribution. Furthermore, the total area which supports timber harvesting is being reduced through decisions which set aside land for uses such as parks and wilderness. Improved utilization and increased management of young forests provide opportunities to meet the challenges of sustaining the development of the forestry sector.

Sustainable forestry development requires the prompt reforestation of areas disturbed by timber harvesting, pests and wildfire. Basic silviculture is the process by which an area is reforested with healthy, ecologically suitable and commercially viable species. Current basic silviculture legislation and provincial programs ensure areas harvested or burned by wildfire after 1982 are reforested. Additional Provincial programs target the elimination of the backlog of high priority areas not satisfactorily restocked that were disturbed prior to 1982. The current result of these programs is that more area is being regenerated than harvested.

Incremental silviculture is the application of a variety of stand tending techniques to improve a young forest's growth, health and value. These techniques make stands harvestable at an earlier age, and thus may narrow the age class gaps which currently exist in some regions. Increased levels of incremental silviculture will create immediate and long term employment opportunities in the forestry sector and help secure a continuous supply of timber to meet future demands.

Fundamental to sustainable forestry development is the integrating of all forest values into a comprehensive management strategy. This integrated forest management process identifies, considers and balances the wide range of forest values to maximize social and economic benefits to society.

FOREST RESOURCE DEVELOPMENT AGREEMENT (1985-1990)

The Canada-British Columbia Forest Resource Development Agreement (FRDA) was a $300 million, 50/50 cost-shared agreement which addressed concerns facing the forestry sector in the early 1980s. During this time, the Province was experiencing an economic recession which resulted in significant unemployment, particularly in the forestry sector. Other major concerns included predicted timber supply problems, and the large amount of land previously logged or burned by wildfire which was not adequately reforested. Labour-intensive forest management and forest renewal programs were implemented to sustain and increase the forest resource while strengthening employment potential. The specific objectives of the Agreement were to:

(a) manage part of the backlog of not satisfactorily restocked (NSR) lands;

(b) intensively manage selected forest stands;

(c) support forestry research by government and non-government organizations; and

(d) assist the forest industry through studies related to utilization, marketing and product development, technology transfer and training.

The final evaluation of FRDA confirmed that the Agreement was very successful. Under the Agreement, the backlog of good and medium site NSR was reduced from 738 000 hectares to 436 000 hectares, a decrease of almost 41%. The evaluation stated that FRDA created some 31 000 jobs, more than double the planned level. Together, the backlog reforestation and intensive forest management activities will produce an estimated additional 555 600 cubic meters in the long term sustainable yield of the province.

The Province continues to protect FRDA investments and address the remaining high priority backlog of NSR through the Sustainable Environment Fund.

OPPORTUNITIES

The current situation in British Columbia and the predicted increase in demand for forest products present numerous opportunities for the Province. Responding to these opportunities, and building on the success of FRDA, this Agreement has been jointly developed by the Government of Canada, represented by the Department of Forestry, and the Government of British Columbia, represented by the Ministry of Forests. It was developed in contemplation of, and is compatible with, the Federal Development Policy Principles for New Federal-Provincial Programs as expressed in Towards Sustainable

Forestry Development. To achieve its overall objective of working towards the sustainable development of the forest resources of British Columbia, this Agreement includes programs that address specific areas of opportunity.

The first area of opportunity recognized by this Agreement is the improvement of the value, quality and health of young stands through stand tending. This will provide increased direct employment to silvicultural workers and improve the long term supply of wood to manufacturing facilities. The overall competitiveness and stability of the forest industry will be strengthened.

The second area of opportunity is the improvement of the current forest management practices on federal, provincial and private forest lands. This will be achieved by increasing forest research, enhancing public knowledge, and extending research results to forest practitioners. Improved forest management practices will not only protect and enhance the forest resources, but will also increase social and economic benefits.

This Agreement further recognizes the opportunity for the identification of new or value-added products and markets that have as yet been undiscovered or whose potential has not been fully realized. By conducting investigations in this area and by disseminating the information gained to the forestry community and the general public, this Agreement will increase the flow of benefits that may be derived from the forest resources.

Enhancing the integrated management of the full range of British Columbia's forest resources is also identified as an opportunity in this new Federal-Provincial Agreement. Through analysis of the environmental, social and economic implications of the management options, contributions will be made to help ensure the long term sustainability of both timber and non-timber resources.

Having identified several opportunities for working towards the sustainable development of the forest resources of the Province, the Governments of Canada and British Columbia, through this new four-year, two hundred million dollar Partnership Agreement on Forest Resource Development: FRDA II, propose specific programs and subprograms with which to achieve this goal. Through the implementation of these programs, this Agreement will enhance the environmental health of the forests, stimulate the economic and social prosperity of British Columbia and Canada, and promote the future growth of the forestry community.

CANADA-BRITISH COLUMBIA

PARTNERSHIP AGREEMENT ON FOREST RESOURCE DEVELOPMENT: FRDA II

1991 - 1995

THIS AGREEMENT made this 30th day of April, 1991

BETWEEN: **THE GOVERNMENT OF CANADA** (hereinafter referred to as "Canada"), represented by the Minister of Forestry

OF THE FIRST PART,

AND: **THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA** (hereinafter referred to as the "Province"), represented by the Minister of Forests

OF THE SECOND PART.

WHEREAS Canada and the Province executed an Economic and Regional Development Agreement on November 23, 1984 for the purpose of establishing a means for achieving greater federal-provincial cooperation and coordination in realizing the economic and regional development potential of the province of British Columbia; and

WHEREAS the Department of Forestry Act, SC 1989, empowers the Minister of Forestry to promote cooperation in relation to the forest resources of Canada, with the governments of the provinces and with non-governmental organization in Canada, and to participate in the promotion of such cooperation with the governments of other countries and with international organizations; and

WHEREAS the Department of Forestry Act empowers the Minister of Forestry to assist the development of scientific and technological capabilities in forest management, promote the development and application of forest management codes and standards, and have regard for the sustainable development of Canada's forest resources and the enhancement of the international competitiveness of the Canadian forestry sector; and

WHEREAS the Canadian Council of Forestry Ministers has adopted the National Forest Sector Strategy for Canada, 1987, as a guide for the sector in responding to issues and establishing forestry plans and objectives; and

WHEREAS the Ministry of Forests Act, RSBC 1979, empowers the Minister of Forests to encourage maximum productivity of, and to manage, protect and conserve the forest and range resources of British Columbia; and

WHEREAS the Forest Act, RSBC 1979, requires that basic silviculture be carried out on certain provincial Crown forest land that is harvested; and

WHEREAS the Ministry of Forests Act requires the Minister to prepare and submit to the Lieutenant Governor in Council on specified dates, a forest and range resource analysis containing an evaluation of the long run sustainability of the forest resources of British Columbia; and

WHEREAS Canada and the Province wish to promote the sustainable development of the forest resources of British Columbia, and have identified initiatives to enhance the environmental health of the forest, stimulate the economic and social prosperity of British Columbia and Canada, and address the future growth of the forestry community; and

WHEREAS the initiatives that the parties have identified were chosen in contemplation of, and are compatible with, the Federal Development Policy Principles for New Federal-Provincial Programs contained in Towards Sustainable Forestry Development; and

WHEREAS the Governor in Council by Order-in-Council P.C. No. 1991-669 on the 16th day of April, 1991, has authorized the Minister of Forestry to execute this Agreement on behalf of Canada; and

WHEREAS the Lieutenant Governor in Council by Order-in-Council No. 356 on the 21st day of March, 1991, has authorized the Minister of Forests to execute this Agreement on behalf of the Province.

NOW THEREFORE the parties hereto mutually agree as follows:

SECTION 1: DEFINITIONS

1. In this Agreement:

   (a) "activity" means a group of related projects;

   (b) "Annual Budget" means a budget for each fiscal year for the implementation, evaluation, and audit of programs or parts thereof, that is approved by the Management Committee pursuant to subsection 3.3;

(c) "Annual Plan" means a plan for the implementation, evaluation and audit of programs for a fiscal year approved by the Management Committee pursuant to subsection 3.3(d);

(d) "Eligible Costs" means those costs described in section 6;

(e) "federal Minister" means the Minister of Forestry, and includes anyone authorized by the Minister to act on his behalf unless the context indicates otherwise;

(f) "fiscal year" means the period commencing on April 1 of any year and terminating on March 31 of the following year;

(g) "implementing party" means the party responsible for implementing a program or part thereof pursuant to an Annual Plan and Annual Budget;

(h) "Management Committee" means the committee established pursuant to subsections 3.1 and 3.2;

(i) "Ministers" means the federal Minister and the provincial Minister;

(j) "Payment Period" means a period established by the Management Committee pursuant to subsection 7.3;

(k) "program" means a program described in Schedule A and specified in Schedule B of this Agreement, and is comprised of a group of related subprograms;

(l) "Program Funding Level" means the expenditures over the Term of this Agreement for each program, as specified in Schedule B;

(m) "project" means a specific task;

(n) "provincial Minister" means the Minister of Forests and includes anyone authorized by the Minister to act on his behalf unless the context indicates otherwise;

(o) "subprogram" means a subprogram described in Schedule A and specified in Schedule B of this Agreement, and is comprised of a group of related activities;

(p) "sustainable development" means development that meets the needs of the present without compromising the ability of future generations to meet their own needs; and

(q) "working group" means a working group established by the Management Committee pursuant to subsection 3.3 (a).

SECTION 2: OBJECTIVES

2.1 The objective of this Agreement is to promote the sustainable development of the forest resources of British Columbia by enhancing the environmental health of the forests, stimulating the economic and social prosperity of British Columbia and Canada, and addressing the future growth of the forestry community.

2.2 To achieve the objective of this Agreement, the programs undertaken shall:

(a) improve the value, quality and health of young forests through stand tending activities;

(b) improve forest management practices through forestry research, enhance public knowledge of the forests, and extend research results and other technical information to forestry practitioners;

(c) assess and maximize the economic and social benefits of forest resources management; identify and communicate market opportunities and assess innovative technologies and products;

(d) enhance the integrated management of the full range of forest resources; and

(e) develop a forest management ethic and capability amongst small-scale woodlands owners.

SECTION 3: MANAGEMENT COMMITTEE

3.1 The parties shall promptly establish a Management Committee consisting of four voting members to be appointed as follows:

(a) The federal Minister shall appoint a Co-chairperson from the Department of Forestry;

(b) The provincial Minister shall appoint a Co-chairperson from the Ministry of Forests; and

(c) Each Co-chairperson shall appoint one additional voting member.

3.2 The Management Committee appointed pursuant to subsection 3.1 may appoint non-voting members to the Management Committee provided that equal representation of the parties is maintained.

3.3 The Management Committee shall be responsible to the Ministers for the implementation of this Agreement. The Management Committee is authorized by the Ministers to:

(a) establish, with equal representation from Canada and the Province, a secretariat and working groups that review and recommend programs and subprograms, and approve and implement activities and projects in accordance with an Approved Annual Plan and Annual Budget, and which coordinate and liaise with other committees, interested departments, ministries, industries and agencies;

(b) establish, amend and ensure compliance with operational guidelines and procedures and approve exceptions to those procedures;

(c) establish the criteria for evaluating, monitoring, auditing, and inspecting programs, subprograms, activities and projects under this Agreement;

(d) subject to subsection 4.4, review and approve Four Year and Annual Plans, including Annual Budgets for the implementation, evaluation and audit of programs or parts thereof under this Agreement and amendments to the Four Year and Annual Plans and Annual Budgets;

(e) approve and give specific authorization for all capital purchases or capital projects under this Agreement; and

(f) pursuant to subsection 7.6, determine whether a claim for Eligible Costs, or any portion thereof, that was submitted by one party and which was not approved by the other party, should be approved in whole or in part; and

(g) perform any other functions assigned to it in this Agreement or by the Ministers.

3.4 Decisions of the Management Committee shall be acted upon only if voting members are unanimous. If the voting members are unable to reach a

unanimous decision, the matter shall be referred to the Ministers whose decision shall be final.

3.5 The signatures of the Co-chairpersons of the Management Committee shall be sufficient verification for the purpose of this Agreement of any recommendation, decision made or approval given by the Management Committee.

3.6 The Management Committee shall provide to the Ministers:

(a) not later than October 31 of each year of this Agreement, an Annual Report that shall contain:

(i) an estimated Annual Budget for the next fiscal year, and

(ii) a review of progress and accomplishments during the previous fiscal year,

and may contain a report of a party's activities which were not carried out under this Agreement but which contribute to its objectives; and

(b) recommendations respecting any amendments to this Agreement which require approval of the Ministers.

3.7 The parties shall provide the Management Committee with the information necessary for the performance of its responsibilities.

SECTION 4: TERM AND ADMINISTRATION

4.1 This Agreement shall commence and take effect on April 1, 1991 and shall terminate on March 31, 1995, or on such earlier date as may be mutually agreed to in writing by the Ministers personally (referred to herein as the "Term").

4.2 Any proposed program, subprogram, activity or project under this Agreement, which involves provincial Crown lands shall be developed with the approval of the provincial Minister and in accordance with the provisions contained herein.

4.3 Each party shall ensure that programs and parts thereof for which it is the implementing party are carried out in accordance with this Agreement, the applicable Annual Budget and Annual Plan, and the procedures and guidelines established by the Management Committee.

4.4 Four Year and Annual Plans shall:

(a) be in a format to be determined by the Management Committee;

(b) include program purpose and objectives, an outline of how programs are to be implemented, performance data as appropriate, the total cost and Annual Budget and the share of the program to be implemented by each of the parties involved, and such additional information as may be deemed appropriate by the Management Committee;

and, subject to subsection 5.6, shall not be approved or adjusted by the Management Committee if such approval or adjustment makes the Four Year or Annual Plan inconsistent with Schedule B.

4.5 The parties shall maintain proper and accurate accounts and records respecting all programs or parts thereof undertaken pursuant to this Agreement. Each party shall make such accounts and records available at all reasonable times to the Management Committee and other party for inspection and audit.

4.6 If, during the implementation of an activity or project, it appears to the implementing party that actual costs exceed budget costs, that party shall inform promptly the relevant working group. The working group shall consider the circumstances and, where it is warranted, recommend a budget adjustment to the Management Committee.

4.7 The party responsible for the delivery of a program or portion thereof may contract with the other party, or with a third party, for the carrying out of a project in whole or in part. Any such contract will conform to the terms and conditions of this Agreement.

4.8 Where one party is solely responsible for the implementation of a program, subprogram, activity or project under this Agreement, it shall indemnify and save harmless the other party, its officers, servants and agents against all claims and demands of third parties in any way arising out of the implementation of such program, subprogram, activity or project, except to the extent to which such claims or demands relate to an act of negligence of any officer, employee, or agent of the other party, and except where the party to be indemnified is responsible in law for the act or omission giving rise to the claim or demand.

4.9 Where property, other than property specified in subsections 4.10 and 4.11, is acquired pursuant to this Agreement by a party, it shall remain the property of that party unless determined otherwise by the Management Committee.

4.10 Patents, copyrights and other intellectual property developed or acquired by one of the parties pursuant to this Agreement shall be retained or disposed of by that

party unless the Management Committee determines otherwise.

4.11 Subject to subsection 4.10, reports, documents, plans, maps and other similar material, excluding growth and yield data, resulting directly from a project under this Agreement, shall be jointly owned by the parties.

4.12 Capital purchases or capital projects developed pursuant to this Agreement by a party shall be operated and maintained by that party unless the Management Committee determines otherwise.

SECTION 5: FINANCIAL PROVISIONS

5.1 The implementation of this Agreement is subject to the Parliament of Canada and the Legislative Assembly of the Province of British Columbia having provided funds for such purpose for the fiscal year in which the funding is required.

5.2 Notwithstanding anything in this Agreement, the maximum contribution by Canada shall not exceed one hundred (100) million dollars and the maximum contribution by the Province shall not exceed one hundred (100) million dollars.

5.3 Notwithstanding anything in this Agreement, the total contribution by either party shall not exceed 50% of the Eligible Costs. The relative contributions of the parties may vary between fiscal years.

5.4 Any amendment to subsection 5.2 or 5.3 shall require the prior approval of the Governor in Council and the Lieutenant Governor in Council.

5.5 Subject to subsection 5.6, the Management Committee may approve and adjust Annual Budgets for programs or parts thereof.

5.6 The Management Committee may adjust Program Funding Levels provided:

(a) the Program Funding Level for any program, as specified on the commencement date of this Agreement, is not reduced by more than 25%; and

(b) where the level for a program is increased, the level for other programs is reduced by an equal amount.

5.7 Any decision of the Management Committee pursuant to subsection 5.5 or 5.6, which has the effect of altering Schedule B, shall be deemed to be an amendment to that Schedule.

SECTION 6: ELIGIBLE COSTS

6.1 Subject to this section, all direct costs properly incurred by a party pursuant to an Annual Budget for the implementation, evaluation or audit of programs or parts thereof are Eligible Costs.

6.2 Eligible Costs shall not include:

(a) the costs of the acquisition of land;

(b) the salary or any portion thereof, or any related costs for employees of Canada or the Province whose primary function is external to this Agreement;

(c) overhead costs common to both a party's activities under this Agreement and to a party's other activities, where the costs cannot be proportionately allocated; and

(d) capital purchases made without prior approval of the Management Committee.

SECTION 7: PAYMENT PROCEDURES

7.1 Each party shall pay those Eligible Costs for which it is responsible pursuant to an Annual Budget in accordance with this section.

7.2 The implementing party shall pay the costs of programs or parts thereof as they are incurred.

7.3 The Management Committee shall establish Payment Periods, which shall be shorter than one year.

7.4 At the end of each Payment Period, each party shall submit to the other, a claim for the Eligible Costs incurred during that Payment Period. The claim shall be in a form approved by the Management Committee and shall include a detailed statement by program or parts thereof, of the submitting party's actual expenditures incurred and paid pursuant to subsection 7.2.

7.5. On receiving a claim, a party shall determine whether the claim is for Eligible Costs and on that basis:

(a) approve all or part of it; or

(b) reject all or part of it;

and shall promptly advise the other party of its decisions and, where applicable, its reasons for rejecting all or part of the claim.

7.6 Where a party rejects all or part of a claim, and the parties are unable to resolve the matter, it shall be referred to the Management Committee.

7.7 Within 30 days of a referral pursuant to subsection 7.6, the Management Committee shall determine whether the claim is for Eligible Costs and on that basis approve or reject all or part of the referred claim.

7.8 The parties shall, for each Payment Period, mutually determine:

(a) each party's progress towards achievement of its responsibilities per program or parts thereof as specified in the Annual Budget and Annual Plan; and

(b) the net difference between the total Eligible Costs incurred during that Payment Period by each party and approved pursuant to this section;

and the party that incurred the lesser amount of Eligible Costs shall pay to the other party the amount of 50% of the net difference, or such other amount as determined by the Management Committee.

7.9 All payments to the other party pursuant to this section shall be made within 30 days of a determination that the amount is payable.

7.10 For each fiscal year and at the expiration or termination of this Agreement, the Management Committee shall cause an audit to be carried out.

7.11 Where at any time an audit discloses a discrepancy between the amount paid by a party and the amount payable, the difference shall be adjusted between the parties.

7.12 If, on the expiration or termination of this Agreement, the parties have not each paid 50% of the total Eligible Costs, the party that paid less than 50% shall pay the other party an amount that will bring the contribution of each party to 50%.

7.13 Notwithstanding subsection 4.1, and subject to subsection 7.14, claims will be paid up to March 31, 1996 provided that the program or parts thereof to which the claims relate were approved prior to April 1, 1995 and work was completed between April 1, 1995 and December 31, 1995.

7.14 If this Agreement is mutually terminated pursuant to subsection 4.1, then claims shall be paid provided that the program or parts thereof to which the claims relate were approved and work was carried out prior to the date of termination.

SECTION 8: PUBLIC INFORMATION

8.1 The parties hereto will cooperate in public information activities relating to this Agreement.

8.2 Neither party shall make a public announcement of a program, subprogram, activity or project under this Agreement without the prior consent of the other party.

8.3 Notwithstanding subsection 8.2, a specific promotional public information activity may be delivered by Canada, the Province, or jointly, but both parties shall have the opportunity to review all of the details of the proposed activity prior to its delivery.

8.4 The Official Languages Act, RSC 1985, related regulations, and policies shall be respected in all promotional public information activities and in the production of all public information materials under this Agreement.

8.5 All public information activity shall indicate that the program, subprogram, activity or project is being implemented pursuant to this Agreement and shall fairly reflect each party's overall relative financial contributions.

8.6 All contracts, agreements and public advertising of tenders shall acknowledge both parties and shall include the name of this Agreement.

8.7 The standard Canada-British Columbia Partnership Agreement on Forest Resource Development: FRDA II, identifier shall be prominently displayed on all public information material related to this Agreement.

8.8 All reports, news releases and feature stories arising out of this Agreement shall give prominence to informing the public that the program, subprogram, activity or project was performed pursuant to a Canada-British Columbia Partnership Agreement on Forest Resource Development Agreement: FRDA II.

8.9 All information material produced for or by third parties receiving funding under this Agreement shall clearly and prominently indicate that such funding was provided under the terms of this Agreement and it shall be a condition of such funding that the recipient conform with this subsection.

SECTION 9: ENVIRONMENTAL ASSESSMENT

9.1 Programs or parts thereof under this Agreement shall be governed by federal and provincial environmental protection legislation where the legislation validly so provides, and not otherwise.

9.2 Canada, where applicable, shall seek to add the projects under this Agreement to the list under section 11(a) of the Environmental Assessment and Review Process Guidelines Order, SOR/84-467, and to any similar list under any legislation which may supersede or replace said Order.

SECTION 10: MONITORING AND EVALUATION

10.1 Any voting member or representative of the Management Committee shall, in accordance with guidelines approved by the Management Committee, be permitted to inspect any project at all reasonable times for the purpose of evaluating, monitoring or assessing the project and obtaining any other information concerning the project which may be required by the Management Committee or the Ministers.

10.2 The Management Committee shall develop a plan for and include funding in Annual Budgets for evaluation of the programs and subprograms contained herein, and shall within six months of the signing of this Agreement, develop an evaluation framework for these programs and subprograms.

10.3 Subject to subsection 10.4, the parties shall, by June 30, 1993 and January 31, 1995 and in accordance with the terms of reference determined by the Management Committee, jointly effect and complete evaluations of the programs with regard to the recommendations of a National Forest Sector Strategy for Canada and the objectives of this Agreement. These evaluations shall be submitted to the Ministers and may be published under their joint authority.

10.4 If this Agreement is mutually terminated by the Ministers pursuant to subsection 4.1, then the timing of the evaluations carried out pursuant to subsection 10.3 shall be mutually agreed to in writing by the Ministers.

SECTION 11: GENERAL

11.1 Schedule A attached to and forming part of this Agreement contains the objectives and descriptions of the programs to be carried out under this Agreement.

11.2 Schedule B attached to and forming part of this Agreement specifies the programs and subprograms, their corresponding funding levels, and the parties overall relative financial contributions.

11.3. Subject to subsection 5.4, the Ministers personally may amend this Agreement, including Schedule A and Schedule B.

11.4 Schedule C attached to and forming part of this Agreement contains those principles of the Federal Development Policy which are applicable to this Agreement.

11.5 During the Term of this Agreement, the Province shall continue the process of developing a long term strategic plan leading to the sustainable development of the forest resource of British Columbia.

11.6 No member of the House of Commons or Senate of Canada or the Legislative Assembly of the Province of British Columbia shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement, or to any benefit arising therefrom.

11.7 No employee of Canada or of the Province directly involved in the implementation of this Agreement, shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement, or to any benefit arising therefrom.

11.8 Nothing in this Agreement is intended to alter the respective jurisdictions of Canada and the Province over forestry, or over regulatory matters related thereto.

IN WITNESS THEREOF this Agreement has been executed on behalf of Canada by the Minister of Forestry and on behalf of the Province by the Minister of Forests.

IN THE PRESENCE OF:

Witness

Witness

GOVERNMENT OF CANADA

Minister of Forestry

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

Minister of Forests

CANADA-BRITISH COLUMBIA

PARTNERSHIP AGREEMENT
ON FOREST RESOURCE DEVELOPMENT:
FRDA II

1991-1995

SCHEDULE A

PROGRAMS

For British Columbia, the programs under this Agreement will be incremental to: basic silviculture obligations on areas harvested after 1982; plans to address the backlog of pre-1982 good and medium sites not satisfactorily restocked lands; a seven (7) million dollar incremental silviculture program; and the 1990/91 Research allocation under the Ministry of Forests operational vote (excluding capital).

For Canada, these programs will be incremental to Forestry Canada's Pacific and Yukon Region Research Program 1990/1991 budget.

PROGRAM 1 - SUSTAINABLE FOREST DEVELOPMENT

A. OPERATIONAL ACTIVITIES

Ground-based activities on an operational scale will be accomplished under the Tending the Forests subprogram. Integrated Resource Management subprogram activities such as environmental referral are closely related to the Tending the Forests subprograms goals and are therefore considered a component of operational activities.

1.1 Tending the Forests

The Tending the Forest subprogram will use stand tending techniques to improve forest characteristics such as stand composition, growth rates, and quality and value of crop trees. A variety of stand tending techniques, such as spacing, fertilization and pruning, will be applied to both hardwood and softwood stands while considering the needs of other resource requirements.

Activities will include planning, organizing, ranking and implementing stand

tending projects and activities. Other activities will include the development of a public access computer system for forestry information and the linking of GIS information to the silviculture information to improve the timeliness and accuracy of data collection and processing.

Objectives of this subprogram include improving the stability of the wood supply, enhancing community stability by increasing employment levels, and improving the value and environmental quality of the timber resource. Over the Term of this Agreement, 85 000 hectares will be spaced, 23 000 hectares fertilized, and 12 000 hectares will be pruned.

1.2 Integrated Resource Management

The Integrated Resource Management subprogram will facilitate cooperation with other resource agencies in planning, assessing, implementing and monitoring FRDA projects in relation to their impact on the non-timber resources. Activities will include data collection and analysis, specialized inventories and mapping, plus the refinement of operational guidelines for managing the forest resources.

Forage and habitat enhancement projects will be performed for the benefit of livestock, fish and wildlife.

B. NEW DIRECTIONS

The scope of forest management in British Columbia is rapidly increasing, due largely to expanding markets and environmental concerns. To keep pace, development of thorough forest resource inventories and increased knowledge of silvicultural systems and hardwood management are required.

1.3 Hardwood Management

The Hardwood Management subprogram will assess the strategic relevance of hardwoods in pure or mixedwood stands in relation to their supply and markets. The broad range of advantages and disadvantages of the hardwood component for other resource uses and integration with timber production will be considered.

This subprogram will assimilate current knowledge and develop operational guidelines for harvesting, regenerating and intensively managing hardwoods. The guidelines will consider fibre production, insect and pathogen impacts, wildlife, soil stability, site productivity and rehabilitation, and other uses.

1.4 Silvicultural Systems

The Silvicultural Systems subprogram will consider the range of silvicultural systems as they can be applied to the wide variety of ecological conditions found in British Columbia. Ongoing and new operational work will be supported by a program of strategic planning, problem analysis, and trial treatments. Operational guidelines will be developed for selection and application of appropriate silvicultural systems.

Management of the Silvicultural Systems subprogram will be done by a joint Silvicultural Systems Steering Committee which will report to the Sustainable Forest Development working group.

1.5 Forest Resource Inventory

The Forest Resource Inventory subprogram will design and implement an integrated forest resource inventory. All information collected under this Agreement will be provided in a format compatible with the National Data Base requirements. Other activities will include the development of a pre-1987 NSR report and the establishment of growth and yield permanent sample plots.

A selection of stands treated under FRDA will be surveyed to determine treatment responses in terms of growth, mortality and quality.

PROGRAM 2 - COMMUNICATIONS AND EXTENSION

The Communications and Extension Program will provide communication tools aimed at all aspects of information sharing. Improved communications will increase the public's knowledge and awareness of forests and forest management, the achievements of the resource agreements, and the roles of the provincial and federal governments in forest management.

2.1 Public Information and Forest Education

The Public Information and Forest Education subprogram will provide modules and materials to teachers. These materials will be designed to stimulate interest in all aspects of forestry amongst school-age children, thereby increasing their understanding of forests. This subprogram will provide funding to support grassroots, community-based forestry programs aimed at building and enhancing the culture of forestry in British Columbia.

The public information working group will develop a strategic communications plan which will enhance opportunities for appropriate, continuous and consistent recognition of federal-provincial activities under this Agreement. The working group shall ensure that the communications plan is managed and evaluated, and that all media monitoring is maintained. It shall also be responsible for providing a regular report of public information activities to the Management Committee.

2.2 Forest Extension and Technology Transfer

The purpose of the Forest Extension and Technology Transfer subprogram is to transfer information to the forestry community and promote a knowledgeable and skilled forestry work force.

This subprogram will coordinate all publications from this Agreement and transfer the results of research to forestry professionals, technicians, workers and scientists in the public and private sectors.

Continuing education will be provided by this subprogram for forestry practitioners to improve their technical and professional qualifications. In addition, an accredited vocational training program will be developed to supplement the pool of skilled forestry workers.

Major forestry sector conferences to transfer the information obtained through this Agreement will be sponsored, and support will be provided to local groups in British Columbia to carry out regional forestry conferences.

PROGRAM 3 - RESEARCH IN SUSTAINABLE FOREST DEVELOPMENT

The Research in Sustainable Forest Development Program will provide scientific information and technology for progressive forest resources management and for strengthening the scientific basis for sustainable forestry development.

3.1 Forest Renewal Research

The Forest Renewal Research subprogram will support research into increasing the survival and growth of seedlings, reducing reforestation costs, and increasing productivity of future forests. Other areas of research will include regeneration through partial cutting, the establishment of hardwood and mixedwood forests, and options to the use of prescribed fire and herbicides. These strategies will consider forest regeneration in an integrated use context.

This subprogram will also investigate methods for optimizing the establishment and performance of intensively managed plantations, as a land use option.

3.2 Growth and Yield and Stand Tending Research

The Growth and Yield and Stand Tending Research subprogram will support research to develop models that will predict future wood yield and wood supply resulting from various stand establishment and tending practices. This subprogram will support the collection of long term field data required to validate model forecasts. Additional research will be used to improve the biological and cost effectiveness of stand tending treatments.

3.3 Integrated Resource Management Research

The Integrated Resource Management Research subprogram will develop practices for the maintenance of biological diversity and the management of old-growth forests. The impacts of forest and range management practices on other resources will be determined. Management tools will be developed to address the compatibility of various resource use mixes in relation to landscape, ecosystems and social characteristics.

3.4 Forest Protection Research

The Forest Protection Research subprogram will support protection research that will provide resource managers with improved tools for safeguarding present wood supplies and silvicultural investments. The issue of quantifying forest protection benefits will also be addressed.

3.5 Advanced Forest Technologies Research

Five themes are included under the Advanced Forest Technologies Research subprogram: remote sensing, Geographical Information Systems, economics of silviculture, biotechnology, and artificial intelligence.

Through remote sensing, timely information concerning forest resource inventories, the extent and location of many forestry activities, and the health of the forest will be provided.

The further development of Geographical Information Systems will allow resource managers to visualize the spatial effects of proposed forestry practices. Linkage to remote sensing systems is essential for efficient expansion of existing data bases. This subprogram will support investigations into artificial intelligence and biotechnology, and the development and application of financial and economic models to assess the merits of silvicultural investments at the stand and forest levels.

PROGRAM 4 - SMALL-SCALE FORESTRY

The Small-Scale Forestry Program will provide advice and financial assistance to eligible recipients for the planning and implementation of silviculture and integrated resource management activities. Over the Term of this Agreement, 4 000 hectares will be planted and 10 000 hectares will be spaced. By sponsoring workshops, seminars and other courses, this subprogram will foster a forest management ethic amongst small-scale woodland owners.

Any activity under this Program which involves provincial Crown lands will be conducted through contracts under this Agreement.

4.1 Private Woodlands Forestry

The Private Woodlands Forestry subprogram is directed toward the non-industrial forest lands held privately in British Columbia. Under this subprogram, owners of private forest lands are eligible for technical advice, and funding for incremental silviculture and integrated resource management activities. This subprogram will work toward the development of sound forest management on B.C.'s one million hectares of forest lands held by some 21 000 private owners. The goal of this subprogram is to contact 3 000 landowners and initiate silvicultural projects for 750 property owners.

4.2 Municipal Woodlands Forestry

The Municipal Woodlands Forestry subprogram is directed towards woodlands owned by public bodies such as cities, municipalities, regional districts, water boards, universities and colleges. This subprogram will approach the 175 local governments which have forest lands, nurture an interest within local governments for sound forest management and develop cooperative forestry projects.

4.3 Indian Woodlands Forestry

The Indian Woodlands Forestry subprogram is directed towards the forest management activities on Indian reserve lands. This subprogram will reach 140 Bands and address silviculture activities under current and new management working plans.

4.4 Federal Woodlands Forestry

The Federal Woodlands Forestry subprogram is directed towards promoting sound forestry management on federally owned woodlands.

PROGRAM 5 - OPPORTUNITY IDENTIFICATION

The Opportunity Identification Program will provide product and market information to increase the economic value of the forestry sector of British Columbia.

5.1 Business Intelligence and Opportunity Assessment

The Business Intelligence and Opportunity Assessment subprogram will provide timely information on global markets, market opportunities, and on the structure and performance of the forestry sector. It will support state of the forestry business and outlook conferences in cooperation with other agencies.

5.2 Product and Technology Development

The Product and Technology Development subprogram will assist the development of secondary and tertiary forestry business through the assessment of innovative technology and products.

5.3 Market Development

The Market Development subprogram will, through analysis of demand in target markets, and by liaison with government as well as other public and private agencies, promote the commercialization and marketing of forest products and technology.

Training seminars, workshops and video/written information packages will be used to disseminate the information developed on the target markets. In addition, this subprogram will organize major conferences to facilitate the market interaction on an identified technology or product opportunity.

PROGRAM 6 - ECONOMIC AND SOCIAL ANALYSIS

The Economic and Social Analysis Program will develop information and methods to assess and maximize the economic and social benefits resulting from forest resource management activities. The Economics Working Group appointed by the Management Committee will act as a Steering Committee to coordinate economic studies and analysis under the Agreement.

PROGRAM 7 - COORDINATION, IMPLEMENTATION AND EVALUATION

The Coordination, Implementation and Evaluation Program will coordinate the fiscal management and implementation of this Agreement in support of the Management Committee. Specifically, this Program will provide the framework of coordination, implementation control and evaluation; facilitate Four Year and Annual Plans, independent audits and evaluations; and liaise between the working groups, advisory committees and the Management Committee.

SCHEDULE B

CANADA-BRITISH COLUMBIA PARTNERSHIP AGREEMENT ON FOREST RESOURCE DEVELOPMENT: FRDA II

($ millions)

PROGRAM/SUBPROGRAM	Federal Implementation	Provincial Implementation		Total
	Federal Contribution	Provincial Contribution	Federal Contribution	
1. Sustainable Forest Development				
Operational Activities				
1.1 Tending the Forests	0.3	65.7	55.0	121.0
1.2 Integrated Resource Management	0.0	2.5		2.5
New Directions				
1.3 Hardwood Management	0.0	1.5		1.5
1.4 Silvicultural Systems	0.0	3.0		3.0
1.5 Forest Resource Inventory	0.8	4.7		5.5
2. Communications and Extension				
2.1 Public Information and Forest Education	2.5	2.5		5.0
2.2 Forest Extension and Technology Transfer	4.9	5.1		10.0
3. Research in Sustainable Forest Development				
3.1 Forest Renewal Research	1.1	2.8		3.9
3.2 Growth and Yield and Stand Tending Research	1.9	4.6		6.5
3.3 Integrated Resource Management Research	1.8	4.0		5.8
3.4 Forest Protection Research	3.6	0.0		3.6
3.5 Advanced Forest Technologies Research	3.2	0.0		3.2
4. Small-Scale Forestry				
4.1 Private Woodlands Forestry	11.3	0.0		11.3
4.2 Municipal Woodlands Forestry	0.7	0.0		0.7
4.3 Indian Woodlands Forestry	7.8	0.0		7.8
4.4 Federal Woodlands Forestry	0.7	0.0		0.7
5. Opportunity Identification	1.9	1.6		3.5
6. Economic and Social Analysis	1.2	0.8		2.0
7. Coordination, Implementation and Evaluation	1.3	1.2		2.5
TOTAL	45.0	100.0	55.0	200.0

CANADA-BRITISH COLUMBIA

PARTNERSHIP AGREEMENT ON FOREST RESOURCE DEVELOPMENT: FRDA II

1991-1995

SCHEDULE C

The Federal Government recognizes the national importance of the forest resources to the economic, environmental and social well-being of Canadians. Through its forest resource development agreements (FRDAs) with the provinces, Forestry Canada contributes to the improved management of Canada's forest resources.

A series of principles has been developed to guide continued federal involvement in forestry development through a new round of federal-provincial forestry agreements. Presented to the Canadian Council of Forest Ministers in June 1989, these principles are consistent with the National Forest Sector Strategy.

1. Long Term Planning

The long term nature of forest management underscores the importance of developing long term plans and strategies.

2. Improved Forestry Data

Improved data and support systems are crucial to the management of the resources and to informing the public on forestry issues. The creation of a national forestry data base is an important priority for the federal government and is supported by the Canadian Council of Forest Ministers.

3. Responsibilities for Silviculture

In supporting forest management on lands other than those for which it is responsible, it is the federal government's intention to contribute to incremental wood supply and not displace the obligation of the landowner for long term basic forest management.

A prerequisite, therefore, of federal support for forest management on provincial and industrial lands, is a commitment to ensure the basic management of the resources, including the prompt renewal of current harvests to the "free growing" stage.

The federal government recognizes the importance and uniqueness of small private woodlands and Indian forest lands.

4. **Integrated Resource Management**

Integrated Resource Management (IRM) can be broadly defined as managing the forest resources for a variety of objectives including fibre production, wildlife habitat, recreation and wilderness preservation. IRM will be promoted in agreements through the development and testing of specific forest management activities designed to incorporate more intensive and integrated management of the resources.

5. **Research, Development and Technology Transfer**

Expanding our efforts in research and development and increasing the use of new technologies is essential to improved forest management. Special priorities will be targeted towards integrated resource management, environmental impacts of forestry practices and the development of new markets and products to increase value-added and to make use of presently underutilized species, particularly hardwoods.

6. **Incrementality**

Federal resources are to support efforts that are incremental to those currently expected from the landowners. Basic activities such as the protection of the resource and the renewal of current harvests should not be dependent upon the uncertainties of short time frames associated with federal-provincial agreements.

7. **Public Awareness**

Communications activities under an agreement are to be aimed at improving public awareness. Each agreement will have a specific public information program which will be guided by a comprehensive communication/public visibility strategy.

8. **Human Resource Development**

A competitive forestry industry is dependent on a well-trained work force and a stable and efficient sector to provide services and products to the forestry industry. There is also a need to enhance year-round employment opportunities in forest management.

The role of agreements in enhancing the skills of forestry workers may include demonstrations, seminars, workshops, and the development and distribution of learning material aimed at disseminating new technology, adapting new work methods and expanding forestry knowledge.